

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

PEDRO MONTOYA
On Behalf of Himself and All Others
Similarly Situated,

Plaintiff,

Civil Case No.: 2:16-cv-14054-GCS-MKM

Honorable Hon. George Caram Steeh

v.

TRINITY HEALTH-MICHIGAN, d/b/a
MERCY HEALTH SAINT MARYS and
NPAS, INC.,

Defendant(s).

/

**TRINITY HEALTH-MICHIGAN'S ANSWER TO PEDRO MONTOYA'S COMPLAINT,
DEMAND FOR JURY TRIAL, AFFIRMATIVE DEFENSES AND CERTIFICATE OF
SERVICE**

NOW COMES the Defendant, TRINITY HEALTH-MICHIGAN dba MERCY HEALTH SAINT MARYS ("Mercy"), by and through its counsel, Kitch Drutchas Wagner Valitutti & Sherbrook, saving and reserving unto themselves all right and manner of benefit of the many inefficiencies and inaccuracies contained in the Plaintiff's Complaint, and for its Answer thereto states as follows:

I. PRELIMINARY STATEMENT OUTLINING MERCYS' "FLAT-RATING" COLLECTION PLAN AND SCHEME

1. Answering Paragraph 1 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

2. Answering Paragraph 2 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

3. Answering Paragraph 3 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

4. Answering Paragraph 4 of Plaintiff's Complaint, Mercy denies the allegation that they failed to provide the mini Miranda notice to the class of debtors. In further answering paragraph 4, Mercy neither admits nor denies the remaining allegations contained therein for lack of knowledge or sufficient information upon which to form a belief thereto and leaves the Plaintiff to his strict proofs thereof.

5. Answering Paragraph 5 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

6. Answering Paragraph 6 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

II. CONSUMER STATUTES AND CASE LAW

7. Answering Paragraph 7 of Plaintiff's Complaint, Mercy denies that it is regulated under the RCPA. In further answering paragraph 7, Mercy neither admits nor denies the remaining allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

8. Answering Paragraph 8 of Plaintiff's Complaint, including subparagraphs (a) and (b), Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

9. Answering Paragraph 9 of Plaintiff's Complaint, including subparagraph (14), Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

10. Answering Paragraph 10 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

11. Answering Paragraph 11 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

12. Answering Paragraph 12 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

13. Answering Paragraph 13 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

14. Answering Paragraph 14 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they untrue.

15. Answering Paragraph 15 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they untrue.

16. Answering Paragraph 16 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

III. PARTIES

17. Answering Paragraph 17 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein for lack of knowledge or sufficient information upon which to form a belief thereto and leaves the Plaintiff to his strict proofs thereof.

18. Answering Paragraph 18 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as paragraph 18 appears to be directed at another Defendant. In further answering paragraph 18, Mercy states that it lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained therein and leaves Plaintiff to his strict proofs thereof.

19. Answering Paragraph 19 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as paragraph 19 appears to be directed at another Defendant. In further answering paragraph 19, Mercy states that it lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained therein and leaves Plaintiff to its strict proofs thereof.

20. Answering Paragraph 20 of Plaintiff's Complaint, Mercy admits that it is a Michigan corporation with a Resident Agent of The Corporation Company and whose registered office is located at 40600 Ann Arbor Road, #201, Plymouth, MI 48170. In further answering paragraph 20, Mercy denies the remaining allegations contained therein for the reason that they are untrue.

IV. JURISDICTION AND VENUE

21. Answering Paragraph 21 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein for lack of knowledge or sufficient information upon which to form a belief thereto and leaves the Plaintiff to his strict proofs thereof.

V. STATUTORY STRUCTURE **FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**

22. Answering Paragraph 22 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

23. Answering Paragraph 23 of Plaintiff's Complaint, Mercy denies the allegation that Montoya is a consumer. In further answering paragraph 23, Mercy neither admits nor denies the remaining allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

24. Answering Paragraph 24 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

25. Answering Paragraph 25 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

26. Answering Paragraph 26 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

27. Answering Paragraph 27 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

28. Answering Paragraph 28 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

29. Answering Paragraph 29 of Plaintiff's Complaint, Mercy denies that the letter at **Exhibit 1** from NPAS and Mercy is a communication conveying information about a medical debt to Michigan class members generally and Mr. Montoya specifically. In further answering paragraph 29, Mercy neither admits nor denies the remaining allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

30. Answering Paragraph 30 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

31. Answering Paragraph 31 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

32. Answering Paragraph 32 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

33. Answering Paragraph 33 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

REGULATION OF MICHIGAN COLLECTION PRACTICES ACT (RCPA)

34. Answering Paragraph 34 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

35. Answering Paragraph 35 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

36. Answering Paragraph 36 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

37. Answering Paragraph 37 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

38. Answering Paragraph 38 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

39. Answering Paragraph 39 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

40. Answering Paragraph 40 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

41. Answering Paragraph 41 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

THE MICHIGAN OCCUPATIONAL CODE
AS TO NPAS

42. Answering Paragraph 42 of Plaintiff's Complaint, Mercy repeats and realleges all answers set forth in Paragraphs 1 through 41 of this answer as though set forth in full therein, and the same are adopted by reference.

43. Answering Paragraph 43 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as paragraph 43 appears to be directed at another Defendant. In further answering paragraph 43, Mercy states that it lacks

information and knowledge sufficient to form a belief as to the truth of the allegations contained therein and leaves Plaintiff to his strict proofs thereof.

44. Answering Paragraph 44 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

45. Answering Paragraph 45 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as paragraph 45 appears to be directed at another Defendant. In further answering paragraph 45, Mercy states that it lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained therein and leaves Plaintiff to his strict proofs thereof.

46. Answering Paragraph 46 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as paragraph 46 appears to be directed at another Defendant. In further answering paragraph 46, Mercy states that it lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained therein and leaves Plaintiff to his strict proofs thereof.

47. Answering Paragraph 47 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as paragraph 47 appears to be directed at another Defendant. In further answering paragraph 47, Mercy states that it lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained therein and leaves Plaintiff to his strict proofs thereof.

48. Answering Paragraph 48 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as paragraph 48 appears to be directed at another Defendant. In further answering paragraph 48, Mercy states that it lacks

information and knowledge sufficient to form a belief as to the truth of the allegations contained therein and leaves Plaintiff to his strict proofs thereof.

49. Answering Paragraph 49 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as paragraph 43 appears to be directed at another Defendant. In further answering paragraph 49, Mercy states that it lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained therein and leaves Plaintiff to his strict proofs thereof.

VI. FACTUAL ALLEGATIONS

50. Answering Paragraph 50 of Plaintiff's Complaint, Mercy denies the allegations that NPAS acts as an extension of Mercy's billing office offering to assist patients in resolving accounts that are still active with Mercy and have not been referred to the collection agency for the reason that the allegations are untrue. In further answering paragraph 50, Mercy neither admits nor denies the remaining allegations for the reason that it lacks information and knowledge sufficient to form a belief as to the truth of the allegations contained therein and leaves Plaintiff to his strict proofs thereof.

51. Answering Paragraph 51 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

52. Answering Paragraph 52 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

53. Answering Paragraph 53 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

54. Answering Paragraph 54 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

55. Answering Paragraph 55 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

56. Answering Paragraph 56 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

57. Answering Paragraph 57 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

58. Answering Paragraph 58 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

59. Answering Paragraph 59 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

62. Answering Paragraph 62, as mislabeled in Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

60. Answering Paragraph 60 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

61. Answering Paragraph 61 of Plaintiff's Complaint, Mercy denies the allegation that to increase its' business and profits, it knowingly chooses to use debt collection practices that violate the FDCPA, MOC and RCPA. In further answering paragraph 61, Mercy neither admits nor denies the remaining allegations contained therein for lack of knowledge or sufficient information upon which to form a belief thereto and leaves the Plaintiff to his strict proofs thereof.

62. Answering Paragraph 62 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

63. Answering Paragraph 63, as well as subcategories a through f of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

64. Answering Paragraph 64 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as paragraph 64 appears to be directed at another Defendant.

65. Answering Paragraph 65 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

66. Answering Paragraph 66 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

67. Answering Paragraph 67 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

68. Answering Paragraph 68 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

69. Answering Paragraph 69 of Plaintiff's Complaint, Mercy denies that it is doing any collection work and also denies that it is a debt collector. In further answering paragraph 69, Mercy neither admits nor denies the remaining allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

70. Answering Paragraph 70 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

71. Answering Paragraph 71 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein as the same call for a legal conclusion and Plaintiff is left to his strict proofs thereof.

72. Answering Paragraph 72 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

73. Answering Paragraph 73 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

74. Answering Paragraph 74 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

VII. CLASS ACTION ALLEGATIONS

75. Answering Paragraph 75 of Plaintiff's Complaint, Mercy repeats and realleges all answers set forth in Paragraphs 1 through 74 of this answer as though set forth in full therein, and the same are adopted by reference.

76. Answering Paragraph 76 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein for lack of knowledge or sufficient information upon which to form a belief thereto and leaves the Plaintiff to his strict proofs thereof. Mercy specifically denies that a class action is warranted.

77. Answering Paragraph 77 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein for lack of knowledge or sufficient information

upon which to form a belief thereto and leaves the Plaintiff to his strict proofs thereof.

Mercy specifically denies that a class action is warranted.

78. Answering Paragraph 78 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein for lack of knowledge or sufficient information upon which to form a belief thereto and leaves the Plaintiff to his strict proofs thereof. Mercy specifically denies that a class action is warranted.

79. Answering Paragraph 79 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein for lack of knowledge or sufficient information upon which to form a belief thereto and leaves the Plaintiff to his strict proofs thereof. Mercy specifically denies that a class action is warranted.

80. Answering Paragraph 80 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

81. Answering Paragraph 81 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

82. Answering Paragraph 82 of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein for lack of knowledge or sufficient information upon which to form a belief thereto and leaves the Plaintiff to his strict proofs thereof.

83. Answering Paragraph 83 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

84. Answering Paragraph 84 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

85. Answering Paragraph 85, including subcategories a through b, of Plaintiff's Complaint, Mercy neither admits nor denies the allegations contained therein

for lack of knowledge or sufficient information upon which to form a belief thereto and leaves the Plaintiff to his strict proofs thereof. Mercy specifically denies that a class action is warranted.

86. Answering Paragraph 86, as well as subcategories a through c, of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

87. Answering Paragraph 87 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

88. Answering Paragraph 88 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

VIII. CLAIMS FOR RELIEF

Count 1-Fair Debt Collection Practices Act

89. Answering Paragraph 89, as well as subcategories a through d, Count 1 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

WHEREFORE, Mercy respectfully requests that this Honorable Court dismiss Count 1 of Plaintiff's Complaint, with costs and attorneys' fees awarded to Mercy most unjustly sustained.

Count 2-Michigan Collection Practices Act

90. Answering Paragraph 90, as well as subcategories a through d, Count 2 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

WHEREFORE, Mercy respectfully requests that this Honorable Court dismiss Count 2 of Plaintiff's Complaint, with costs and attorneys' fees awarded to Mercy most unjustly sustained.

Count 3-Michigan Occupational Code against NPAS Only

91. Answering Paragraph 91, as well as subcategories a through d, Count 3 of Plaintiff's Complaint, Mercy denies the allegations contained therein for the reason that they are untrue.

WHEREFORE, Mercy respectfully requests that this Honorable Court dismiss Count 3 of Plaintiff's Complaint, with costs and attorneys' fees awarded to Mercy most unjustly sustained.

IX. JURY TRIAL DEMAND

Mercy hereby demands a trial by jury on all issues.

Respectfully submitted,

KITCH DRUTCHAS WAGNER
VALITUTTI & SHERBROOK

By: /s/ John M. Sier

John M. Sier (P39336)
Attorney for Defendant, Trinity-Health-
Michigan dba Mercy Health Saint Marys
One Woodward Avenue, Suite 2400
Detroit, MI 48226-5485
(313) 965-7441
john.sier@kitch.com

Dated: January 9, 2017

AFFIRMATIVE DEFENSES

NOW COMES the NOW COMES the Defendant, TRINITY HEALTH-MICHIGAN dba MERCY HEALTH SAINT MARYS, by and through its attorneys, KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK, and by way of affirmative defenses, states that they will rely upon and insist in its defense and demands reply hereto:

1. All or portions of Plaintiff's Complaint fail to state a claim upon which relief can be granted.

2. To the extent that the Fair Debt Collection Practices Act, 15 U.S.C. 1692 *et seq.*, ("FDCPA") may apply to this Defendant, which is specifically denied, any possible violation was unintentional and/or resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adapted to avoid the error and Plaintiff's claims are otherwise barred by operation of the provisions of the FDCPA.

3. If Defendant did violate the FDCPA, which is denied, Plaintiff has incurred no actual damages as a result of these purported violations as to his debts.

4. If Defendant did violate RCPA, which is denied, Plaintiff has uncured no actual damages as a result of these purported violations as to his debts.

5. Any alleged damages sustained by the Plaintiff were proximately caused totally, or in part, by Plaintiff's negligence and/or willful acts and that any recovery by Plaintiffs must, therefore, be diminished in whole or in part.

6. Any and/or all alleged damages or claims of liability arise or arose from or out of the actions, directions, commands, control, and/or supervision of NPAS, Inc., third parties/persons and/or relate to independent contractors or the like, for whom this Defendant had no responsibility or retained no responsibility or control and are accordingly barred.

7. Defendant claims and demands the benefits of any releases which may have or may be entered into, any defenses available to such third persons or parties, any payments made by or which may be made by, any agreements (past, present, future, implied, express, verbal or written) or defenses made available to such third parties or persons or said third party's or person's agents, servants, volunteers, principals, or employees.

8. The Plaintiff's Complaint and the relief sought therein is barred, in whole or in part, by the legal and equitable doctrines of waiver, estoppel, unclean hands, and laches.

9. The Plaintiff's Complaint and the relief sought therein is barred in whole or in part by the expiration of the applicable statute of limitations.

10. Declaratory and injunctive relief is not an available remedy under the FDCPA and Plaintiff's prayer for declaratory and/or injunctive relief should be withdrawn or dismissed.

11. If Plaintiff suffered injury or damage, the same being fully denied, then said injuries or damages are a result of Plaintiff's comparative fault and/or a result from

acts or omissions of third-parties over whom Defendant exercised no control and for whose conduct Defendant is not responsible.

12. Plaintiff has failed to take reasonable measures to mitigate his damages.

13. Plaintiff is barred from his requested relief by operation of the doctrines of res judicata and collateral estoppel.

14. To the extent Plaintiff has suffered any damages; Defendant is entitled to set-off any claims it may have against Plaintiff.

15. Plaintiff is precluded from recovering statutory damages against Defendant in the absence of showing that Defendant violated the FDCPA or RCPA.

16. Plaintiff has failed to plead sufficient facts demonstrating violations of the FDCPA and RCPA.

17. That defendant reserves the right to add to its Answer and to rely upon all Affirmative Defenses as may be hereafter disclosed by way of discovery.

Respectfully submitted,

KITCH DRUTCHAS WAGNER
VALITUTTI & SHERBROOK

By: /s/ John M. Sier

John M. Sier (P39336)
Attorney for Defendant, Trinity-Health-
Michigan dba Mercy Health Saint Marys
One Woodward Avenue, Suite 2400
Detroit, MI 48226-5485
(313) 965-7441
john.sier@kitch.com

Dated: January 9, 2017

CERTIFICATE OF SERVICE

I hereby certify that on January 9, 2017, the foregoing paper was presented and uploaded to the United States District Court ECF System which will send notification of such filing to the attorneys of record listed herein and I hereby certify that a copy of this same document(s) was mailed by US Postal Service to any involved non-ECF participant.

/s/ John M. Sier

JOHN M. SIER (P39336)

Attorney for Defendant, Trinity-Health-Michigan
dba Mercy Health Saint Marys

One Woodward Avenue, Suite 2400

Detroit, MI 48226-5485

(313) 965-7441

john.sier@kitch.com

Kitch Drutchas
Wagner Valitutti &
Sherbrook
ATTORNEYS AND COUNSELORS
ONE WOODWARD AVENUE,
SUITE 2400
DETROIT, MICHIGAN
48226-5485

(313) 965-7900